



STATE ATTORNEY

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
E. R. GRAHAM BUILDING
1350 N.W. 12TH AVENUE
MIAMI, FLORIDA 33136-2111

KATHERINE FERNANDEZ RUNDLE
STATE ATTORNEY

TELEPHONE (305) 547-0100
www.miamiSAO.com

October 21, 2015

Mr. Edward A. Rojas
City Manager
City of Doral
8401 NW 53 Terrace
Doral FL 33166

Dear Mr. Rojas:

Legislation passed in 2004 to implement Revision 7 to Article V of the Florida Constitution provides that the State Attorney may prosecute municipal ordinances only if (1) the ordinance violation is ancillary to a felony prosecution (s. 27.02(1), Florida Statutes), or (2) the county/municipality has entered into a contract with the State Attorney for these prosecutions (s. 27.34(1), Florida Statutes).

Enclosed please find the following:

1. Proposed agreement for the prosecution of ordinance violations for the period of October 1, 2015 through September 30, 2016. Please sign three originals and return to this office as soon as possible. If you desire to make changes to the contract and want an electronic version of this document, please contact me at donlhorn@miamisao.com and I will forward you a copy. This contract is for the prosecution of ordinances only; the State Attorney's Office has no statutory authority to handle appeals relating to the constitutionality of ordinances. If you choose to not have the Office of the State Attorney prosecute municipal ordinance violations in accordance with sections 4 & 5 of Chapter 2004-265, Laws of Florida, you are requested to send a letter to that effect to the above address as soon as possible.

2. Billing for ordinance violations for your jurisdiction for the period of July 1 – September 30, 2015. The billing reflects data from the Clerk of the Court's database, which list ordinance violations for which the county/municipality is being charged a filing fee pursuant to s.27.34(1), Florida Statutes.



Please Recycle

Mr. Edward A. Rojas

Page 2

You are being billed at the statutorily prescribed rate of \$50 per hour. Our estimate is that, on average, it takes approximately 20 minutes per case; therefore, you are being charged at the rate of \$16.67 per case. *The total amount due can be found at the end of this letter.* Please note that this is the charge for ordinance prosecution only. Pursuant to state law, there are separate charges for indigent defense from the Public Defender and filing fees from the Clerk of the Court.

You are requested to review the invoice when you receive it. Please note items that you dispute, deduct their cost, and remit the remainder payable to the State of Florida to:

Fiscal Division
Office of the State Attorney
E. R. Graham Building
1350 N.W. 12th Avenue
Miami, FL 33136-2111

Any items under dispute will be reviewed by our staff and re-invoiced in the following quarter if necessary.

If you have any questions about the procedures discussed above, or the contract, please do not hesitate to contact me at 305-547-0564.

Number of Cases: 4

Total Cost: \$ 66.68

Sincerely,

KATHERINE FERNANDEZ RUNDLE
State Attorney

By: 

Don L. Horn
Chief Assistant for Administration

DLH:cj
Enclosure



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JOB-NUM: J972400
PROGRAM: CJSB838

OFFICE OF THE STATE ATTORNEY - 11TH CIRCUIT
ORDINANCE BILLING REPORT
ORDINANCE CHARGES FILED IN AUG, 2015

DATE: 09/02/2015
REPORT PAGE: 20

INVOICED TO: CITY OF DORAL

PAGE: 1

CASE #	POLICE #	NAME	CHARGE DATE	CHARGE NUMBER / DESCRIPTION
B15023666	150718014534	JAAFAR	07/18/2015	32-32 DEFRAUD INNKEEPER
B15026636	150815016587	DUFFIS	08/15/2015	30-210.1(A) ALC/OPN CONT/VEHICLE
CASE COUNT:		2		

JOB-NUM: J972400
PROGRAM: CJSB838

OFFICE OF THE STATE ATTORNEY - 11TH CIRCUIT
ORDINANCE BILLING REPORT
ORDINANCE CHARGES FILED IN SEP, 2015

DATE: 10/02/2015
REPORT PAGE: 16

INVOICED TO: CITY OF DORAL

PAGE: 1

CASE #	POLICE #	NAME	CHARGE DATE	CHARGE NUMBER / DESCRIPTION
B15030655	150917019071	SANNICOLAS	09/17/2015	30-468 (A) TOWING/MANIFEST REQU
B15030656	150917019071	RAFAEL	09/17/2015	30-468 (A) TOWING/MANIFEST REQU
CASE COUNT:		2		

**AGREEMENT BETWEEN CITY OF DORAL AND THE STATE OF FLORIDA,
OFFICE OF THE STATE ATTORNEY FOR THE ELEVENTH JUDICIAL CIRCUIT
OF FLORIDA TO REIMBURSE THE STATE FOR THE COST OF STATE
ATTORNEY PROSECUTION OF CERTAIN CRIMINAL VIOLATIONS OF THE
_____ CODE**

This agreement is entered into this 1st day of October, 2015, by and between City of Doral, a political subdivision of the State of Florida (hereinafter referred to as the "City") and the Office of the State Attorney for the Eleventh Judicial Circuit of Florida (hereinafter referred to as "State Attorney").

WHEREAS, the City finds that in order to maintain and improve the health, safety, and welfare of this community, it is necessary to adequately enforce and prosecute violations of the City's Municipal Code; and

WHEREAS, Section 27.02, Florida Statutes, authorizes the State Attorney to prosecute municipal ordinance violations punishable by incarceration if ancillary to state prosecution or, if not ancillary to state prosecution, when the State Attorney contracts with the City for reimbursement.

NOW, THEREFORE, the parties hereto agree as follows:



ARTICLE I
Services

The State Attorney agrees to prosecute municipal ordinance violations as authorized in Sections 27.02, and 27.34, Florida Statutes. The City agrees to remit, subject to the terms outlined in Article III of this agreement, to the State Attorney the required funds to reimburse for costs associated with the prosecution of violations of the Municipal Code for the period of October 1, 2015 through September 30, 2016. The State Attorney shall provide such clerical and professional personnel as may be required for the performance of any of the functions of the State Attorney as set forth in this agreement. This agreement does not commit the City to pay for the prosecution of Municipal Code violations ancillary to state prosecution or for the prosecution of municipal ordinance violations not punishable by incarceration. This agreement specifically does not authorize the State to handle appeals of municipal ordinances on constitutional grounds, which shall remain the responsibility of the municipality that passed the ordinance.

ARTICLE II
Terms

This agreement shall expire on September 30, 2016, unless terminated earlier pursuant to Article VII of this agreement. Under no circumstances shall the City be liable to continue or extend this agreement beyond this date. This agreement may only be amended in writing, through a document executed by duly authorized representatives of the signatories to this agreement.



ARTICLE VI
Indemnification

It is expressly understood and intended that the State Attorney is only a recipient of the reimbursements paid by the City and is not an agent of the City. The respective parties agree, subject to the provisions of Chapter 768.28 (17), Florida Statutes, that they will hold each other harmless from any claims arising from this agreement.

ARTICLE VII
Termination

Either party may terminate this agreement at any time with or without cause by furnishing written notice to the other party with no less than ninety (90) days' notice.

ARTICLE VIII
Service Charges

This agreement is contingent upon all City funding provided, and any interest earned thereon, not being subject to any State service charges or administrative assessments.

ARTICLE IX
Non-Discrimination

The State Attorney agrees to abide and be governed by Title II of the Americans with Disabilities Act of 1990, Title VI and VII, Civil Rights Act of 1964 (42 USC 200d, e) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sex, religious background, ancestry, or national origin in performance of this contract, in regard to persons served, or in regard to employees or applicants for employment and it is expressly understood that upon receipt of evidence of discrimination, the City shall have the right to terminate said agreement.



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ARTICLE III
Payment Schedule

The City agrees to reimburse the State Attorney on an hourly basis for services rendered at a rate of Fifty dollars (\$50) per hour. On a quarterly basis, the State Attorney shall provide the City with an invoice including, but not limited to, the hours of services rendered, number of cases prosecuted as set forth in this agreement, and the total amount due for payment for the previous month. The City shall remit each payment within ten (10) days after receiving said invoice from the State Attorney.

ARTICLE IV
Responsibilities

The City does not delegate any of its responsibilities or powers to the State Attorney other than those enumerated in this agreement. The State Attorney does not delegate any of its responsibilities or powers to the City other than those enumerated in this agreement.

ARTICLE V
Reporting

All required reports shall be submitted to the *City of Doral Police Department.*
c/o Chief Donald V. De Lucca
6100 NW 99th Avenue
Doral, FL 33178



Please Recycle

IN WITNESS THEREOF, the parties have caused this agreement to be executed by their respective and duly authorized officers the day and year first above written.

ATTEST:

City of Doral

By: *[Signature]*
Conce Diaz
City Clerk, CMC

By: *[Signature]*
EDWARD A. ROJAS CM

ATTEST

State Attorney's Office
Eleventh Judicial Circuit

By: *[Signature]*

By: *[Signature]*
Don L. Horn
Chief Assistant State Attorney
for Administration

Approved as to form and legal sufficiency
for the sole use of the City of Doral.

[Signature]
City Attorney

Daniel A. Espino-Luis Sardo
Print Name

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c/o Chief Donald W. De Lucca
6100 NW 99th Avenue
Dorol, FL 33178



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ARTICLE VI
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Connie Diaz
City Clerk, CMC

By: *[Signature]*
EDUARDO A. ROSAS CM

ATTEST

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Eleventh Judicial Circuit

By: *[Signature]*

By: *[Signature]*
Don L. Horn
Chief Assistant State Attorney
for Administration

Approved as to form and legal sufficiency
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City Attorney

Daniel A. Espino Weiss Sr.
Print Name

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EDWARD A. ROJAS CM

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By: *[Signature]*

By: *[Signature]*
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Chief Assistant State Attorney
for Administration

Approved as to form and legal sufficiency
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[Signature]
City Attorney

Daniel A. Espino-Weiss Sarda
Print Name